App. F. IX-4

1936-7
(Genl)

File No. 8-36
Serial Nos. 1-2

Previous References
Genl 33-32 (1-2)
" 67-355 (1-2)
" 53-34 (1-4)

Later References
Genl 54-36 (1-3)
" 2-37 (110, 113)
" 60-41 1+2

(26)

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. Two

Part B for Auth.

SUBJECT.

Transfer of rights under mining lease and prospecting license held by Mr H.D Koggen to The Kashapur mining Company

D 1234-5 Dt. 15-8-36

Dir of Geol.

Comptroller to gov

Approved of Mr Director's recommendations Re —

Ch

567 1936

G. R. S. APP. F. III—1] 1936-37

GENERAL AND REVENUE SECRETARIAT.

(Geol)

NOTES.

File No. 8-36

FILE HEADING

Transfer of the rights under mining lease and prospecting licence held by Mr H.D. Coggan to the Keshapur Mining Company.

FROM The Director of Geology

No. R. Dis. 26/32-33 Dated 10/7/36 Received

Diary No. 245	Enclos. 3	Spare copies —	Serial No. 1

BRIEF ABSTRACT OF LETTER

Recommends sanction to the proposed transfer of the rights under mining lease No 176 for manganese and prospecting licence No 759 since renewed under No 768 held by Mr. H.D. Coggan a partnership consisting of Mr. H.J. Coggan & Mr. K.A. Chrisp Esq under the name of the Keshapur Mining Company

NOTES AND ORDERS.

Submitted. If approved two draft copies of the proposed deeds of transfer placed below will be referred to the Govt advocate through the Assistant Secy, Law, for remarks if any.

Asst Secy (Geol) 21/7

Asst Secy Law 21.7.36

Secretary Law 22.7.36

Law Secy 22.7.

20

Notes—First Sheet

2) Transfer of the rights under mining lease and property claims held by M/S H.D. Cogsan to the Kolhapur Mining Co.

24

File No. 8 of 1936

General and Revenue Secretariat

2) There seems to be no legal objection to accord sanction to the Director's proposal recommending approval to the transfers proposed. I have gone through the transfer deeds sent & find nothing to object therein —

Dew Secy)

6/8

3) Papers submitted

7.8.

7-8-36

8/8/36

8.8.36

8.8.36

Send with a draft l.o. for issue

Issued

10 8 36

To the Dir. Geol

" Mines

No. D. 1234-5 dt 15/8/36

Approval of the recommendations of the Dir. in VI.

B

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GOVERNMENT OF MYSORE.

Telegraphic Address :—"GEOL."

MYSORE GEOLOGICAL DEPARTMENT,

No. R. Dis 26/32-33
Encl: 3

Bangalore, ...10.th..... July...1936 .

FROM

GT. BRITAIN
13 JULY 1936
DEVELOPMENT BRANCH

B. RAMA RAO, ESQ., M.A., D.I.C., F.G.S.,
Director of Geology in Mysore,
Bangalore.

To

M. Venkatanaranappa Esqr., B.A.,
Secretary to Government of His
Highness the Maharaja of Mysore, Development Dept.
B A N G A L O R E .
- - - - - - - - - -

Geol. 8-36-1

SIR,

I have the honour to submit herewith for the orders of Government, copy of a letter No.992 dated the 29th June '36 from Mr. H.D. Coggan, holder of Mining Lease No.176 and Prospecting License No.759 since renewed under No.768 both for Manganese, in the Keshapur area, Holalkere Taluq, Chitaldrug District, requesting for the grant of permission for the transfer of the above concessions so far held solely by him to a partnership consisting of himself and one Mr. K.A. Chiranjiva Rao of Kamptee, under the name of the Keshapur Mining Company, Mr. Coggan receiving 46% interest in the business and the latter 54%. Draft copies of the proposed deeds of transfer as forwarded by the applicant are herewith enclosed for the approval of Government.

According to Rule 30 of the rules for the grant of licenses &c., the previous consent of Government is necessary for the transfer or assignment of a license or lease. The fee of Rs.5/- prescribed in the above rule in respect of the application for the transfer in question has been duly paid by Mr. Coggan and credited to Government.

Mr. K.A. Chiranjiva Rao is the holder of a valid Certificate of Approval and his financial position ascertained at the time of the ~~sht~~grant of the Approval Certificate was reported to be satisfactory.

I have no objection to the proposed transfer as it would only result in the further development of the mines with the investment of additional capital. I have gone through the draft copies of the proposed deeds of transfer and find them to be in order. I would however suggest that the Government Advocate be kindly consulted as to their correctness and acceptability. After the approval of Government is accorded to the proposed transfer, the deeds will be got duly stamped and registered.

In the circumstances, I recommend that Government may be pleased to accord their approval to the proposed transfer of the rights under mining lease No.176 for Manganese and Prospecting License No.759 since renewed under No.768, held by Mr. H.D. Coggan to a partnership consisting of Mr. H.D. Coggan and Mr. K.A. Chiranjiva Rao under the name of the Keshapur Mining Company.

I have the honour to be,
Sir,
Your most obedient servant,

B Rama Rao
Director,
Mysore Geological Department.

Ar.10/7

Letter No.992 dated 29th June '36 from Mr. H.D. Coggan, Keshapur Mines, P.O. Chikjajur, M & S M Rlys., Chitaldrug District, to The Director, Department of Geology, Bangalore.

I have the honour to request that permission may kindly be granted me to transfer, to a partnership consisting of Mr. Kaza Anant Chiranjiva Rao of Kamptee in the Central Provinces, and Myself, and carrying on business in the name and firm of the Keshapur Mining Company, my rights in

(a) The Mining Lease No.176 granted me on the 13th May 1933 in respect of Manganese Ore over160 acres of land in the villages of Keshavapur and Sadarhalli in the Holalkere Taluq of the Chitaldrug District.

(b) The Prospecting License No.759 granted me on the 25th February 1935 for one year in respect of Manganese ore over 375 acres and 14 gunthas of land in the villages of Keshavapur and Sadarhalli and renewed for a further period of one year under Endorsement No. 768 dated the 8th February 1936.

The sum of Rs.5/- being the fee for this application as prescribed by Notification No.3932 dated the 20th January 1922, has been paid into the Treasury at Chitaldrug and the Treasury Receipt is enclosed herewith.

Mr. Chiranjiva Rao is in possession of a Certificate of Approval and his financial position has already been investigated by you in connection with the grant of this certificate to him.

I enclose for your approval drafts of the proposed deeds of assignment for the transfer of the Mining Lease and Prospecting License.

The clauses on page 4 of each draft relating to the valuation of the premises for the purposes of stamp duty have presented a difficulty as there is no consideration payable to me for the transfer but Mr, Chiranjiva Rao contributes Rs.30,000/- as capital in consideration of his receiving a 54 per cent interest in the business, 46 per cent remaining as my own share.

The stamp duty paid when the Mining Lease was registered was assessed on the security deposit of Rs.1,000/- plus the annual rent of Rs.160/- as per your letter No.7039-33 dated the 17th March 1933. Whether this valuation will apply in the present instance or not the solicitors who prepared the drafts were not sure and I would therefore request that you will be so good

P.T.O.

so good as to advise me on this point.

(COPY)

B Rama Rao

Director,
Mysore Geological Department.

Ar.10/7

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THIS INDENTURE made the day of 1936

Between HENRY DENBY COGGAN of Keshapur in the Territories of the Government of Mysore Christian Inhabitant, Mining Engineer hereinafter called "the ASSIGNOR" (which term so far as the context will admit will include his heirs executors and --- administrators) of the one part and the said HENRY DENBY -- COGGAN and KAZA ANANTA CHIRANJIVA RAO carrying on business in partnership in the name style and firm of KESHAPUR MINING COMPANY hereinafter called "the ASSIGNEES" (which term so far as the context will admit will include their respective heirs executors administrators and assigns) of the other part

WHEREAS the Assignor has obtained from the Government of His Highness the Maharaja of Mysore a Prospecting License

No. 759 dated the 25th day of February 1935 for 375 acres and 14 Gunthas of land in the villages of Keshapur and Sadarhalli in the Taluq of Holalkeri in the District of Chitaldrug in the Terriroties of the Government of Mysore and more particularly described in the Schedule A thereto and being the same as is described in the Schedule hereunder written for a period of one year from the date of the said license with an option for renewal for a further period of three years subject to the payments terms and conditions in the said license reserved and contained

AND WHEREAS the said License has been renewed for a further period of one year

AND WHEREAS as from the 16th day of October 1935 the Assignees have agreed as between themselves to carry on inter

alia the business in respect of the said Prospecting License in partnership in thename style and firm of the Keshapur Mining Company on certain terms arrived at between them

AND WHEREAS it has been agreed by and between the Assignor and the Assignees that the said Prospecting License and any renewals thereof shall belong to and be the assets of the said partnership subject however to the sanction of the Government of His Highness the Maharaja of Mysore

AND WHEREAS in consideration of the premises the Assignees requested the Assignor to assign to them the --- Assignees the said Prospecting License together with all the benefits and advantages thereof and subject to all obligations therein contained and on the part of the licensee to be --- observed and performed

AND WHEREAS for the purposes of Stamp Duty the premises are valued at the sum of Rs

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the premises the Assignor doth hereby assign all his right title interest claim and demand whatsoever of the Assignor in to and upon the said Prospecting License and all the benefit and advantages thereof and in all the said land comprised therein and more particularly described in the Schedule hereunder written TO HOLD the same unto and to the use of the Assignees as partners in the said firm of the Keshapur Mining Company TOGETHER WITH the benefit of the provision for renewal therein contained and subject to the payment of the rent and fees reserved by the said License and subject also to the covenants conditions and

obligations in the same license contained and which henceforth on the part of the Assignor as the licensee thereof his -- successors and assigns ought to be observed and performed AND the Assignor DOTH HEREBY COVENANT with the Assignees that notwithstanding any act deed or thing by the Assignor done executed or knowingly suffered to the contrary the said -- Prospecting License is now a good and effectual license and has not been revoked forfeited surrendered or become void or voidable and that the rents fees covenants conditions and obligations by and in the said license reserved and contained have on the licensee's part been duly paid observed and -- performed upto the date of these presents AND that notwithstanding any such act deed or thing as aforesaid the Assignor hath now good right to assign the premises unto the Assignees

in the manner aforesaid AND that the Assignees shall and may at all times hereafter peaceably and quietly enjoy all the rights conferred upon the Assignor by the said license without any lawful eviction claim or demand whatsoever from or by the Assignor or any person or persons lawfully or equitably claiming from under or in trust for him AND free from all incumbrances whatsoever made occasioned or suffered by the Assignor or by any person or persons lawfully or equitably claiming as aforesaid AND FURTHER that the Assignor and all persons having or lawfully or equitably claiming any interest in the said Prospecting License from under or in trust for him shall and will from time to time and at all times hereafter during the continuance of the said license at the -- request and cost of the Assignees do and execute or cause to

be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the premises unto the Assignees as such partners as aforesaid as shall or maybe reasonably required AND the Assignees do and each of them doth hereby covenant with the Assignor that the Assignees will at all times hereafter during the continuance of the said license pay the rents and fees reserved by the said license and observe and perform all the covenants conditions and obligations contained in the said license and henceforth on the part of the licensee his heirs executors administrators or assigns to be observed and performed and will at all times hereafter keep indemnified the Assignor his heirs executors and administrators and his and their estates and effects from and against the payment of the said rent and fees and observance and performanc

of the said covenants conditions and obligations and all actio

claims and demands whatsoever for or on account of the same or

in anywise relating thereto.

IN WITNESS WHEREOF the Assignor and the Assignees

have herounto set their respective hands and seals the day and

year first hereinabove written.

The Schedule above referred to:-

District.	Taluk.	Village.
Chitaldrug	Holalkere	Parts of:- (1) Keshavapur Survey Nos. 6 Part, 10 Part, 11 Part, 12 Part and 19 Part. (2) Sadarhalli; Survey Nos. 68 Part, 69 Part, 70 Part, 89 Part and 90 Part.

Signed Sealed & Delivered)
by the abovenamed Henry)
Denby Coggan in the ---)
presence of.....)

Signed--

Signed Sealed & Delivered by)
the abovenamed Henry Denby)
Coggan in the presence of...)

Signed Sealed & Delivered by)
the abovenamed Kaza Ananta)
Chiranjiva Rao in the ---)
presence of.....)

Dated this day of 1936.

HENRY DENBY COGGAN

TO

HENRY DENBY COGGAN & ANR.

Draft,

ASSIGNMENT OF LICENSE.

Messrs. Kanga & Co.,

Attorneys-at-Law,

29/5/1936

THIS INDENTURE made the day of One thousand nine hundred and thirty six Between HENRY DENBY COGGAN of Keshapur in the Territories of the Government of Mysore Christian Inhabitant, Mining Engineer hereinafter called "the Assignor" (which term so far as the context will admit will include his heirs executors and administra-tors) of the one part and the said HENRY DENBY COGGAN and KAZA ANANTA CHIRANJIVARAO carrying on business in partner-ship in the name style and firm of KESHAPUR MINING COMPANY hereinafter called "the Assignees" (which term so far as

the context will admit will include their respective heirs executors administrators and assigns) of the other part

WHEREAS by an Indenture of Lease bearing date the 13th day of May 1933 and bearing No. 176 and made between the Government of His Highness the Maharaja of Mysore of the one part and the Assignor of the other part the Mysore Government granted to the Assignor the exclusive right to mine Manganese Ore in the area of about 160 acres of land situate at Sadarhalli and Keshapur villages in the Taluq of Holalkeri in the District of Chitaldrug in the territories of the Government of Mysore and more particularly described in the Schedule A

thereto and being the same as is more particularly described in the Schedule hereunder written for the term of 10 years from the 29th day of August 1932 on the terms and conditions therein set out and with a right of renewal of the said Lease for a further period of 10 years from the expiration of the said original period

AND WHEREAS as from the 16th day of October 1935 the Assignees have agreed as between themselves inter alia to work the said mine in partnership in the name style and firm of the Keshapur Mining Company upon certain terms and conditions

AND WHEREAS it has been agreed by and between the

Assignor and the Assignees that the said Mining Lease and any renewals thereof shall belong to and be the assets of the said partnership subject however to the sanction of the Government of His Highness the Maharaja of Mysore

AND WHEREAS in consideration of the premises the Assignees requested the Assignor to assign to them the premises comprised in the said Lease for the residue now unexpired of the said term of 10 years

AND WHEREAS for the purposes of Stamp duty the premises have been valued at the sum of Rs.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the premises the

Assignor doth hereby assign unto the Assignees the premises comprised in and demised by the hereinbefore recited Indenture of Lease and more particularly described in the Schedule hereunder written or expressed so to be together with the benefit of the proviso for renewal therein contained and all the estate right title interest claim and demand whatsoever of the Assignor into and upon the said premises and every part thereof TO HAVE AND TO HOLD the premises hereby assigned or expressed so to be unto the Assignees as partners in the said firm of the Keshapur Mining Company for all the residue now unexpired of the said term of 10 years subject to the

rents reserved by the said Indenture of Lease and the covenants and conditions in the same Indenture contained and which henceforth on the part of the lessee his heirs executors administrators or assigns ought to be observed and performed AND the Assignor DOTH HEREBY COVENANT with the Assignees that notwithstanding any act deed or thing by the Assignor done or executed or knowingly suffered to the contrary the hereinbefore recited Indenture of Lease is now a good and effectual lease in the law of the premises hereby assigned or expressed so to be and has not been forfeited or surrendered or become void or voidable and that the rents covenants and conditions by and in the said Indenture of Lease reserved and contained have

on the lessee's part been duly paid observed and performed upto the date of these presents AND that notwithstanding any such act deed or thing as aforesaid he the Assignor now hath good right to assign the said premises unto the Assignees for the residue of the said term and in manner aforesaid AND that the Assignees shall and may at all times hereafter during the now unexpired residue of the said term peaceably and quietly possess and enjoy the said premises and receive the rents and profits thereof without any lawful eviction claim and demand whatsoever made occasioned or suffered by the Assignor or by any person or persons lawfully or equitably claiming as aforesaid AND FURTHER that the Assignor and all persons

having lawfully or equitably claiming any estate or interest in the premises or any part thereof from under or in trust for him shall and will from time to time and at all times hereafter during the now unexpired residue of the said term at the request and cost of the Assignees do and execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said premises unto the Assignees as such partners as aforesaid for the unexpired residue of the said term as shall or may be reasonably required And the Assignees do and each of them doth hereby covenant with the Assignor that they the Assignees will at all times hereafter during the now unexpired residue of the said term pay the

rent reserved by the said Indenture of Lease and observe and perform all the covenants and conditions contained in the same Indenture and henceforth on the part of the lessee his heirs executors administrators or assigns to be observed and perform-ed and will at all times hereafter keep indemnified the Assignor his heirs executors and administrators and his and their estate and effects from and against payment of the said rents and the observance and performance of the said covenants and conditions and all actions claims and demands whatsoever for or on account of the same or in anywise relating thereto

IN WITNESS WHEREOF the Assignor and the Assignees

have hereunto set their respective hands and seals the day and

year first herein above written.

THE SCHEDULE ABOVE REFERRED TO:

District.	Taluk.	Villages.	Survey Nos.
Chitaldrug.	Holalkere	1. Sadarhalli	68 part and 69 part.
		2. Keshavepur	19 part.

SIGNED SEALED & DELIVERED)
by the abovenamed Henry)
Denby Coggan in the presence
of .....)

SIGNED SEALED & DELIVERED)
by the abovenamed Henry)
Denby Coggan in the presence
of .....)

SIGNED SEALED & DELIVERED)
by the abovenamed Kaza)
Ananta Chiranjivarao in the
presence of .....)

Dated this day of M a y 1936

HENRY DENBY COGGAN

To

HENRY DENBY COGGAN & ANR.

Fair draft:

ASSIGNMENT OF LEASE.

Messrs Kanga & Co.,

Attorneys-at-Law.

29/5/1936

ABD 21

G. R. S. App. F VI—G 2]

SUBJECT .....

.....

.....

Diary. No. of letter replied to.....

General and Revenue Secretariat

( )

the *193* .

Date of issue 15/8/ 1936.

Signed by Mr K.S. Rao

May this be—

(i) printed?

(ii) treated as a standing order?

(iii) published in the Gazette, English Part?

(iv) translated?

(v) placed at the disposal of the press?

(vi) published in the Gazette, Kannada Part?

K

Section Geol

File No. 8-36

Serial No. 2

Proceedings of the Government of His Highness the Maharaja of Mysore.

Read— Letter ⊙ Geo. No D 15-5-6/ Geol 33-32-2 dated 11/10/32 6- the Dir of Geology conveying the sanction of Govt. to the grant of a mining lease for manganese Kashapur Hills, chikkajur to Mr. H.D. Coggan for a period of 10 years from 29/8/32 over a block of ~~Order thereon.—No.~~ 160 acres of land comprised in the Kashapur prospecting block in Holalkere taluk, chitaldrug dt.

2. G.O. No D 4707-8/ Geol 67-35-2 dated 5/7/36 sanctioning the renewal of for a further ~~another~~ period of one year

from 25/4/36 of the prospecting
license for manganese granted
in favour of Mr. H.D. Coggan
over a block of 375 acres 14 perches
of land in Holachere Valley,
Chitaldrug Dt.

3. Letter No R. Dis 26/
32-33 dated 10/7/36 from the
Dir. of Geology recommending
~~sanction~~ approval (1) to the
transfer of the rights under the
mining lease (No 176) ~~of~~ and
~~Manganese~~ the prospecting license for Manganese
(No 759 since renewed vide No 768) referred to in the 2nd
~~held by Mr. H.D. Coggan~~ to read above
a partnership consisting of
Mr. H.D. Coggan & Mr. K.A.
Chinnaswa Rao under the name
of the Kesloguer Mining Co. &
draft copies
(2) to the ~~duplicates~~ of the
proposed deeds of transfer to be executed and registered
~~transferred by the applicant~~
as they are found to be suitable.

List of Enclosure

Copied by
Examined by

F.2/3

G.T.S. App. F. G. 3.

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

Order D. 1234-5 dated 15/9/36
Cost are placed
above of the recommendations
of the Director of Stores.

W.
10.8.36
for Director of Stores

To the Director of Stores
The Comptroller

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS
THE MAHARAJA OF MYSORE

24

Read:-

Letter No. D. 1556/Geol. 33-32-2 dated the 11th October 1932 to the Director of Geology in Mysore conveying the sanction of Government to the grant of a mining lease for manganese to Mr. H.D. Coggan, Keshapur Mines, Chikjajur for a period of 10 years from 29th August 1932 over a block of 160 acres of land comprised in the Kashapur Prospecting block in Holalkere Taluk, Chitaldrug District.

2. Government Order No. D. 4707-8/Geol. 67-35-2 dated the 5th February 1936 sanctioning the renewal for a further period of one year from 25th February 1936 of the prospecting license for manganese granted in favor of Mr. H.D. Coggan over a block of 375 acres 14 guntas of land in Holalkere Taluk, Chitaldrug District.

3. Letter No. R. Dis. 26/32-33 dated the 10th July 1936 from the Director of Geology in Mysore recommending approval (1) to the transfer of the rights of Mr. H.D. Coggan under the Mining Lease (No. 176) and the prospecting license for Manganese (No. 759 since renewed under No. 768) referred to in the Government Orders read above to a partnership consisting of Mr. H.D. Coggan and Mr. K.A. Chiranjiva Rao under the name of the Keshapur Mining Company and (2) to the draft copies of the deeds of transfer proposed to be executed and registered.

Order No. D. 1234-57 Geol 8-36-2

Dated, Bangalore, 14th August 1936.

15

Government are pleased to approve of the recommendations of the Director of Geology.

for Secretary to Government,
Development Department.

To

The Director of Geology in Mysore,
The Comptroller to Government.